

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

MONICA D. THOMAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 05-1160-CV-W-DW
	)	
DICK’S SPORTING GOODS, INC.	)	
	)	
Defendant.	)	

**ORDER**

Defendant removed this case from the Circuit Court of Jackson County, Missouri because “the amount in controversy exceeds \$75,000.00 exclusive of interest and costs, and it is between citizens of different States.” Defendant opposed remand, arguing that Plaintiff is seeking, or a jury might award, more than the \$75,000 required for federal jurisdiction. See Doc. 7.

Defendant’s response states that if Plaintiff denies she is seeking more than \$75,000, and admits she is seeking \$75,000 or less, “this matter can be remanded to state court, but with sufficient safeguards in place so as to prevent Plaintiff from seeking more than \$75,000.00 from a state court jury without affording Defendant the opportunity to timely remove this matter back to this Court.” Plaintiff submitted a stipulation, which this Court found inadequate. The Court provisionally denied Plaintiff’s motion to remand (Doc. 4), with instructions that Plaintiff may make an adequate stipulation. Plaintiff now submits to the Court a new signed, notarized stipulation (Doc. 10):

1. Plaintiff agrees that the amount of damages (including actual, compensatory, or punitive damages and attorneys’ fees) claimed by her in this or any related action is and will forever be less than Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs. Plaintiff will never in the future

claim damages of any kind against Defendant in this or any related action in excess of \$75,000.00.

2. Plaintiff agrees to the entry of an order by any court of competent jurisdiction placing an irrevocable cap upon the amount of damages which may be sought or awarded to Plaintiff under her claims against Defendant. The cap shall be set as \$75,000.00, exclusive of interest and costs.

3. Plaintiff agrees, acknowledges, and understands that this Stipulation is binding upon her and cannot be rescinded or revoked under any circumstance regardless of any development that may occur during the investigation, discovery, pretrial, or trial of her claims against Defendant in any court of competent jurisdiction.

4. Ms. Thomas further agrees that she will file this Stipulation in any other Court hearing this case.

Based on Plaintiff's stipulation and the relevant law, see Workman v. Kawasaki Motors Corp., U.S.A., 749 F. Supp. 1010, 1010-11 (W.D. Mo. 1990) (Bartlett, J.); Neighbors v. Muha, 2005 WL 2346968, at \*3 (W.D. Mo.) (Fenner, J.), the Court hereby

GRANTS Plaintiff's motion to remand (Doc. 4);

ORDERS that this case is remanded to the Circuit Court of Jackson County, Missouri;

ORDERS that Plaintiff shall file the stipulation (Doc. 10) in state court; and

ORDERS that the stipulation (Doc. 10) shall be enforced in any future proceeding in this Court.

SO ORDERED.

/s/ Dean Whipple  
Dean Whipple  
United States District Judge

Date: February 6, 2006